

A-23751

82217

Vol. ^{MV} 73 Page 13462

AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of September, 1973, by and between MELVIN L. HAYES and JEAN W. HAYES as tenants by the entirety, party of the first part, which expression shall include his, her or their heirs, executors, administrators, agents or assigns where the context so requires or admits, and GEORGE M. WHEELER, party of the second part, which expression includes his, her or their heirs, executors, administrators, agents or assigns where the context so requires or admits;

W I T N E S S E T H:

Whereas, the party of the first part owns and has title to that real estate and real property located in Klamath Falls, County of Klamath, State of Oregon, described as follows:

A piece or parcel of land located in Lot 7 of Section 6, T. 39 S., R. 10 E.W.M., in Klamath County, Oregon, and more particularly described as follows:

Commencing at the section corner at the Southwesterly corner of the said Section 6, and running thence N. 89° 48' E. along the section line marking the southerly boundary of the said Section 6, 939.5 feet; thence N. 0° 27' W. and parallel with the Section line marking the westerly boundary of the said Section 6, 424.6 feet to the true point of beginning of this description; thence N. 89° 48' E., 200.0 feet; thence S. 0° 27' E., 165.0 feet, more or less, to the right of way line of the High Line Ditch of the Enterprise Irrigation District, which is a line twenty feet distant northeasterly from the center line of said ditch as the same is now located and constructed; thence following said right of way line northwesterly to a point from which the said point of beginning bears N. 0° 27' W.; thence N. 0° 27' W. 42.9 feet, more or less, to the said point of beginning.

And whereas, the party of the second part desires an easement to the water well located on the property of the party of the first part including the use of the water contained in said well as well as pipes leading to the well and ingress and egress to and from the well for purposes of maintenance and repair.

Now, therefore, it is hereby agreed as follows:

AGREEMENT, Page 1

The party of the first part does hereby grant, assign, and set over to the party of the second part the right to use and enjoy the well located on the property of the first part and to connect and use any necessary pipes to and from said well and the said party of the second part, his successors and assigns, or any person, corporation or utility so authorized by him or them shall have free ingress and egress in, from and over said easements, walks, cross-walks and paths for the purpose of maintaining or repairing such water pipes and well.

The party of the first part shall fully use and enjoy the aforesaid premises and well, except as to the rights herein granted; and the party of the second part hereby agrees to hold and save the said party of the first part harmless from any and all damage arising from his use of the right, easement, and right of way herein granted and agrees to pay any damage or damages which may arise to the property, premises, or rights of the party of the first part through second party's use, occupation, and possession of the rights herein granted.

To have and to hold the said easement, right, and right of way unto the party of the second part, his successors, or assigns permanently and under the specific condition that said party of the second part share in all reasonable expenses necessary to maintain the well and pump located on said property and share said expenses equally with all lawful users of said well.

IN WITNESS whereof, the undersigned hereby duly execute the above agreement.

George M. Wheeler
GEORGE M. WHEELER

x Melvin L. Hayes
MELVIN L. HAYES

x Jean W. Hayes
JEAN W. HAYES

13464

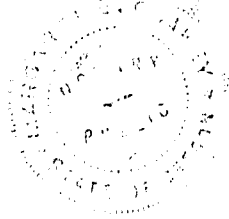
STATE OF OREGON)
) ss.
County of Klamath)

September 26, 1973

Personally appeared the above named George M. Wheeler,
Melvin L. Hayes and Jean W. Hayes and acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me:

Margaret E. Gaskin
Notary Public for Oregon
My commission expires: 3-19-77



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 4th day of October A. D. 1973 at 3:57 o'clock P.M., and
duly recorded in Vol. M 73, of Deeds on Page 13462

Wm D. MILNE, County Clerk

Fee 6.00

By Hazel Drayton

Ret: Klamath Co. Title
P.O. BOX 157
City

CR 600